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23 IEC CORPORATION

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28 UNITED STATES DISTRICT COURT
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1 IEC CORPORATION, a Delaware
2 corporation,

3 Counterclaimant,

4 v.

5 PHILADELPHIA INDEMNITY
6 INSURANCE COMPANY, a
7 Pennsylvania corporation

8 Counter-Defendant.

9

10 **PURSUANT TO THE PARTIES' FEBRUARY 27, 2017 STIPULATION, IT IS
11 ORDERED THAT:**

12 **A. PURPOSES AND LIMITATIONS**

13 Disclosure and discovery activity in this action are likely to involve production
14 of confidential, proprietary, or private information for which special protection from
15 public disclosure and from use for any purpose other than prosecuting, defending, or
16 settling this litigation may be warranted. Accordingly, the parties hereby stipulate to
17 and petition the Court to enter the following Stipulated Protective Order.

18 The parties acknowledge, as set forth below, that this Stipulated Protective Order
19 does not entitle them to file confidential information under seal. The Local Rules
20 (including Local Rule 79-5.1), this Court's orders (including section VII of the Initial
21 Standing Order Following Assignment of Civil Case to Judge Carter, ECF #8), and
22 applicable law set forth the procedures that must be followed and the standards that will
23 be applied when a party seeks permission from the Court to file material under seal.

24 **B. DEFINITIONS**

25 **“Challenging Party”** - a Party or Non-Party that challenges the designation of
26 information or items under this Order.

27 **“Confidential”** - any information that a Designating Party in good faith believes
28 constitutes or reveals proprietary and/or confidential business information or

1 information that is private and personal in nature, the public disclosure of which could
 2 cause material harm. Confidential information might include, but is not limited to:
 3 trade secrets; research, development, or commercial information of the Designating
 4 Party or of the Designating Party's clients, customers, affiliates, agents or independent
 5 contractors; non-public financial information; non-public information related to the
 6 organization, structure, operations, or performance of a Designating Party; non-public
 7 lists showing clients, customers, affiliates, agents, or independent contractors of a
 8 Party; other non-public information, including that which is related to clients,
 9 customers, affiliates, agents, or independent contractors, that the Designating Party
 10 reasonably believes might expose the Designating Party to claims or liability if such
 11 non-public information is publically disclosed.

12 **“Counsel” (without qualifier)** - Outside Counsel of Record and In-House
 13 Counsel (as well as their support staff).

14 **“Document”** - all objects from which information may be derived including, but
 15 not limited to, writings, letters, notes, memoranda, correspondence, investigation files,
 16 reports, emails, messages, records, logs, invoices, bills, statements, contracts,
 17 agreements, leases, opinions, drawings, plans, graphs, charts, photographs, images,
 18 audio files or recordings. “Document” also includes electronically maintained
 19 information, including, but not limited to, electronic or computerized forms of any
 20 document, data and databases, electronic mail and spreadsheets.

21 **“Designating Party”** - a Party or Non-Party that designates information or items
 22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
 23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

24 **“Disclosure or Discovery Material”** - all items or information, regardless of the
 25 medium or manner in which it is generated, stored, or maintained (including, among
 26 other things, testimony, transcripts, and tangible things), that are produced or generated
 27 in disclosures or responses to discovery in this matter.

28

1 **“Expert”** - a person who: (1) is not a current officer, director, or employee of a
 2 Party or of a competitor of a Party or anticipated to become one; (2) has specialized
 3 knowledge or experience in a matter pertinent to the litigation; and (3) has been
 4 retained by a Party or its counsel to serve as an expert witness or as a consultant in this
 5 action.

6 **“Final Disposition”** - shall be deemed to be the later of: (a) dismissal of all
 7 claims and defenses in this action, with or without prejudice; and (b) final judgment
 8 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
 9 reviews of this action, including the time limits for filing any motions or applications
 10 for extension of time pursuant to applicable law.

11 **“Highly Confidential – Attorneys’ Eyes Only”** - any information that a
 12 Designating Party in good faith believes constitutes or reveals extremely sensitive
 13 Confidential information, disclosure of which to another Party or Non-Party would
 14 create a substantial risk of serious harm.

15 **“In-House Counsel”** - attorneys who are employees of a Party to this action or a
 16 parent, subsidiary or affiliate of a Party to this action. In-House Counsel does not
 17 include Outside Counsel of Record or any other outside counsel.

18 **“Non-Party”** - any natural person, partnership, corporation, association, or other
 19 legal entity not named as a Party to this action.

20 **“Outside Counsel of Record”** - attorneys who are not employees of a Party to
 21 this action but are retained to represent or advise a Party to this action and have
 22 appeared in this action on behalf of that Party or are affiliated with a law firm which
 23 has appeared on behalf of that Party.

24 **“Party”** - any party to this action (and its parents, subsidiaries and affiliates)
 25 including all of its officers, directors, employees, consultants, retained experts, and
 26 Outside Counsel of Record (and their support staffs).

27 **“Producing Party”** - a Party or Non-Party that produces Disclosure or Discovery
 28 Material in this action.

“Professional Vendors” - persons or entities that provide litigation support services (e.g. photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

“Protected Material” - any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

“Receiving Party” - a Party that receives Disclosure or Discovery Material from a Producing Party.

C. SCOPE

11 (1) The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also: (a) any information copied or extracted
13 from Protected Material; (b) all copies, excerpts, summaries, or compilations of
14 Protected Material; and (c) any testimony, conversations, or presentations by Parties or
15 their Counsel that might reveal Protected Material.

16 (2) The protections conferred by this Stipulation and Order do not cover the
17 following information: (a) any information that is in the public domain at the time of
18 disclosure to a Receiving Party or becomes part of the public domain after its disclosure
19 to a Receiving Party as a result of publication not involving a violation of this Order,
20 including becoming part of the public record through trial or otherwise; and (b) any
21 information known to the Receiving Party prior to the disclosure or obtained by the
22 Receiving Party after the disclosure from a source who obtained the information
23 lawfully and under no obligation of confidentiality to the Designating Party.

24 (3) Any use of Protected Material at trial shall be governed by a separate
25 agreement or order.

D. DURATION

1 Even after Final Disposition of this litigation, the confidentiality obligations
2 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
3 in writing or a court order otherwise directs.

4 **E. DESIGNATING PROTECTED MATERIAL**

5 **(1) Manner and Timing of Designations.**

6 Except as otherwise provided in this Order (see, e.g., second paragraph of section
7 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
8 that qualifies for protection under this Order must be clearly so designated before the
9 material is disclosed or produced. Designation in conformity with this Order requires:

10 (a) For information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or
12 trial proceedings):

13 (i) The Producing Party shall affix the legend “CONFIDENTIAL” or
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to,
15 at least, the first or cover page of the document.

16 (ii) A Party or Non-Party that makes original documents or materials
17 available for inspection need not designate them for protection until
18 after the inspecting Party has indicated which material it would like
19 copied and produced. During the inspection and before the
20 designation, all of the material made available for inspection shall
21 be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY”. After the inspecting Party has identified the documents it
23 wants copied and produced, the Producing Party must determine
24 which documents, or portions thereof, qualify for protection under
25 this Order. Then, before producing the specified documents, the
26 Producing Party must affix the “CONFIDENTIAL” legend or the
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
28 legend as described above.

1 **(b) For testimony given in deposition or in other pretrial or trial proceedings:**

- 2 (i) The Designating Party shall identify each portion of testimony that
3 is entitled to “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
4 – ATTORNEYS’ EYES ONLY” protection under this Order either:
5 (1) on the record, before the close of the deposition, hearing, or
6 other proceeding; or (2) in a written notice to all other Parties
7 given within 30 days after the close of the deposition, hearing, or
8 other proceeding. Only those portions of the testimony that are
9 appropriately designated for protection within the 30 days shall be
10 covered by the provisions of this Order. Alternatively, a
11 Designating Party may specify, at the deposition, hearing, or other
12 proceeding, or up to 30 days afterwards, that the entire transcript is
13 entitled to protection. Transcripts shall, unless otherwise agreed, be
14 treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY” material in their entirety until the 31st day after the close
16 of the deposition, hearing, or other proceeding. After the expiration
17 of that period, transcripts shall be treated only as actually
18 designated.
- 19 (ii) To the extent practicable Parties shall give the other parties notice
20 if they reasonably expect a deposition, hearing or other proceeding
21 to include “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY” material so that the other parties can
23 ensure that only authorized individuals who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are
25 present at those proceedings.
- 26 (iii) The use of a document as an exhibit at a deposition shall not in
27 any way affect its designation as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

(iv) Transcripts containing Protected Material shall have an obvious legend on the title page that the transcript contains Protected Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Protected Material and the level of protection being asserted by the Designating Party. The parties shall cooperate in informing the court reporter(s) of these requirements.

(c) For information produced in some form other than documentary and for any other tangible items:

The Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

(2) Inadvertent Failures to Designate.

An inadvertent failure to designate qualified information or items as protected does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material unless the correction is both (1) substantially prejudicial to the Receiving Party and (2) unreasonable in light of the sensitivity of the information or items not designated, the delay in making the correction, and the volume, nature and complexity of the information or items involved. The Receiving Party may dispute the corrected designation pursuant to the provisions of this Order for challenging designations. Upon receiving a correction and until any dispute concerning the correction is resolved, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the corrected designation.

F. CHALLENGING DESIGNATIONS

(1) Timing of Challenges.

1 Any Party or Non-Party may challenge a designation of material as
2 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
3 at any time. Unless a prompt challenge to a Designating Party's confidentiality
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
5 economic burdens, or a significant disruption or delay of the litigation, a Party does not
6 waive its right to challenge a confidentiality designation by electing not to mount a
7 challenge promptly after the original designation is disclosed.

8 (2) Meet and Confer.

9 (a) The Challenging Party shall initiate the dispute resolution process by
10 providing written notice of each designation it is challenging and describing the basis
11 for each challenge. To avoid ambiguity as to whether a challenge has been made, the
12 written notice must recite that the challenge to confidentiality is being made in
13 accordance with this specific paragraph of this Order.

14 (b) The parties shall attempt to resolve each challenge in good faith. The parties
15 must begin the process by conferring within 14 days of the date of service of notice. In
16 conferring, the Challenging Party must explain the basis for its belief that the
17 confidentiality designation was not proper and must give the Designating Party an
18 opportunity to review the designated material in light of such explanation, to reconsider
19 the circumstances, and, if no change in designation is offered, to explain the basis for
20 the chosen designation. A Challenging Party may proceed to the next stage of the
21 challenge process only if it has engaged in this meet and confer process first or
22 establishes that the Designating Party is unwilling to participate in the meet and confer
23 process in a timely manner.

24 (3) Judicial Intervention.

25 (a) If the Parties cannot resolve a challenge without Court intervention: (i) the
26 Challenging Party may file and serve a motion to remove or change confidentiality; or
27 (ii) the Designating Party may file a motion to retain a confidentiality designation (this
28

1 includes a motion to retain the designation of a deposition transcript or any portions
2 thereof).

3 (b) Each motion, whether by the Challenging Party or the Designating Party,
4 must comply with the Local Rules and must be accompanied by a competent
5 declaration affirming that the movant has complied with the meet and confer
6 requirements imposed by this Order.

7 (c) The burden of persuasion in each motion, whether by the Challenging Party
8 or the Designating Party, shall be on the Designating Party. Frivolous challenges, and
9 those made for an improper purpose (e.g., to harass or impose unnecessary expenses
10 and burdens on other parties) may expose the Challenging Party to sanctions.

11 (d) All parties shall continue to afford the material in question the level of
12 protection to which it is entitled under the Producing Party's designation (including any
13 correction thereof) until the court rules on the motion.

G. ACCESS TO AND USE OF PROTECTED MATERIAL

(1) Basic Principles.

16 (a) A Receiving Party may use Protected Material that is disclosed or produced
17 by another Party or by a Non-Party in connection with this case only for prosecuting,
18 defending, or attempting to settle this litigation. Such Protected Material may be
19 disclosed only to the categories of persons and under the conditions described in this
20 Order. When the litigation has been terminated, a Receiving Party must comply with
21 the provisions of Section M below (FINAL DISPOSITION).

22 (b) Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.

25 (c) Protected Material shall not be copied or reproduced except to the extent such
26 copying or reproduction is reasonably necessary to the conduct of this action, and all
27 such copies and reproductions shall be subject to the terms of this Order. If the
28 duplicating process by which copies and reproductions of Protected Materials are made

1 does not preserve the confidentiality designation legends that appear on the original
2 documents, all such copies and reproductions shall be stamped or labeled appropriately
3 in accordance with the terms of this Order.

4 (d) Any work product or other materials generated in preparation for this Action
5 by experts or other consultants retained for purposes of this Action that contain or
6 reference information designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
7 – ATTORNEYS’ EYES ONLY” shall have the following text clearly displayed:
8 “CONTAINS CONFIDENTIAL INFORMATION PROTECTED BY COURT
9 ORDER FROM UNAUTHORIZED USE” or “CONTAINS HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY INFORMATION PROTECTED
11 BY COURT ORDER FROM UNAUTHORIZED USE” as applicable. For documents
12 that contain or reference Protected Materials, including but not limited to memoranda,
13 drafts and other materials, the text shall also be placed prominently on the first page of
14 such document. For file folders, such as red-welds or binders, that hold papers
15 containing or referencing Protected Materials, the text shall be affixed on the outside of
16 such file. For electronic files, the text shall be affixed to the labels for any discs
17 containing or referencing Protected Materials.

18 (e) Notwithstanding the foregoing, nothing in this Order shall limit a Party’s use
19 or disclosure of its own information.

20 (f) No information designated “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall lose such status under this
22 Order as the result of the use of such document or information in any hearing, trial, or
23 other Court proceeding in this Action, provided that such use is consistent with the
24 terms of this Order. In the event that any Party wishes to use such information in a
25 Court proceeding in this action, then counsel for the Parties shall consult with each
26 other to work out any objections to the use of such information and to propose such
27 amendments to this Order as the Parties agree are necessary, to determine whether and
28 how such information can be used while still protecting its confidentiality.

1 (g) This Order is without prejudice to the right of any Party hereto to: (i) object
2 to any discovery request; (ii) apply to the Court for any further order relating to any
3 confidential information; or (iii) apply to the Court for an order permitting disclosure of
4 Protected Materials or Information other than as provided herein.

5 (h) The provisions of this Order may also be modified on a Party's or the Court's
6 own motion.

7 (2) Disclosure of "CONFIDENTIAL" Information or Items.

8 Unless otherwise ordered by the Court or permitted in writing by the Designating
9 Party, a Receiving Party may disclose any information or item designated
10 "CONFIDENTIAL" only to:

11 (a) The Receiving Party's Outside Counsel of Record in this action, as
12 well as employees of said Outside Counsel of Record to whom it is
13 reasonably necessary to disclose the information for this litigation.

14 (b) The officers, directors, and employees (including In-House Counsel)
15 of the Receiving Party to whom disclosure is reasonably necessary for
16 this litigation.

17 (c) Former employees of a Party (and their parents, subsidiaries, affiliates,
18 and agents), who are actively working with a Party's counsel in
19 connection with this action and who have signed the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A).

21 (d) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this litigation and who have
23 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
24 A).

25 (e) The Court and its personnel.

26 (f) Court reporters and their staff, professional jury or trial consultants,
27 mock jurors, and Professional Vendors to whom disclosure is

1 reasonably necessary for this litigation and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

3 (g) Any witnesses or deponents or potential witnesses or deponents (other
4 than the officers, directors, and employees (including In-House
5 Counsel) of the Receiving Party) if disclosure of particular
6 Confidential Information is, in counsel’s good faith judgment,
7 necessary to a Party’s prosecution or defense of the case, provided
8 that such persons are advised of the confidential nature of the
9 materials involved and they have signed the “Acknowledgment and
10 Agreement to Be Bound” (Exhibit A).

11 (h) The author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the
13 information.

14 (i) Mediators engaged by the Parties to assist in this Action provided that
15 all such persons have signed the “Acknowledgment and Agreement to
16 Be Bound” (Exhibit A).

17 (j) Insurers, reinsurers, and retrocessionaries.

18 (k) Other persons upon order of this Court or upon stipulation of the
19 Designating Party.

20 (3) **Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
21 **Information or Items.**

22 Unless otherwise ordered by the Court or permitted in writing by the Designating
23 Party, a Receiving Party may disclose any information or item designated “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

25 (a) The Receiving Party’s Outside Counsel of Record in this action, as
26 well as employees of said Outside Counsel of Record to whom it is
27 reasonably necessary to disclose the information for this litigation.

- (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).
 - (c) The Court and its personnel.
 - (d) Court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).
 - (e) Any witnesses or deponents or potential witnesses or deponents, including any authors and recipients of the “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information, if disclosure of this information is, in counsel’s good faith judgment, necessary to a Party’s prosecution or defense of the case, provided that such persons are advised of the confidential nature of the materials involved and they have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).
 - (f) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.
 - (g) Mediators engaged by the Parties to assist in this Action provided that all such persons have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).
 - (h) Other persons upon order of this Court or upon stipulation of the Designating Party.

**H. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION**

1 (1) If a Party or Non-Party is served with a subpoena or a court order issued in
 2 other litigation that compels disclosure of any information or items designated in this
 3 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES
 4 ONLY” that Party or Non-Party must:

- 5 (a) Promptly notify in writing the Designating Party. Such notification
 shall include a copy of the subpoena or court order;
- 6 (b) Promptly notify in writing the party who caused the subpoena or order
 to issue in the other litigation that some or all of the material covered
 by the subpoena or order is subject to this Order. Such notification
 shall include a copy of this Order; and
- 7 (c) Cooperate with respect to all reasonable procedures sought to be
 pursued by the Designating Party whose Protected Material may be
 affected.

14 (2) If the Designating Party timely seeks a protective order, the Party or Non-
 15 Party served with the subpoena or court order shall not produce any information
 16 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–
 17 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
 18 subpoena or order issued, unless the Party or Non-Party has obtained the Designating
 19 Party’s permission.

20 (3) The Designating Party shall bear the burden and expense of seeking
 21 protection in that court of its confidential material. Nothing in these provisions should
 22 be construed as authorizing or encouraging a Receiving Party in this action to disobey a
 23 lawful directive from another court.

24 **I. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 25 **PRODUCED IN THIS LITIGATION**¹

27 ¹ The purpose of this provision is to alert the interested persons to the existence of
 28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to
 protect its confidentiality interests in this Court.

1 (1) The terms of this Order are applicable to information produced by a Non-
2 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
4 Non-Parties in connection with this litigation is protected by the remedies and relief
5 provided by this Order. Nothing in these provisions should be construed as prohibiting
6 a Non-Party from seeking additional protections.

7 (2) If a Party is required, by a valid discovery request, to produce a Non-Party’s
8 confidential information in its possession, and the Party is subject to an agreement with
9 the Non-Party not to produce the Non-Party’s confidential information, then the Party
10 shall:

- 11 (a) Promptly notify in writing the Requesting Party and the Non-Party that
12 some or all of the information requested is subject to a confidentiality
13 agreement with a Non-Party;
- 14 (b) Promptly provide the Non-Party with a copy of this Order, the relevant
15 discovery request(s), and a reasonably specific description of the
16 information requested; and
- 17 (c) Make the information requested available for inspection by the Non-
18 Party.

19 (3) If the Non-Party fails to seek a protective order from this Court within 30
20 days of receiving the notice and accompanying information, the Party that received the
21 discovery request may produce the Non-Party’s confidential information responsive to
22 the discovery request. If the Non-Party timely seeks a protective order, the Party that
23 received the discovery request shall not produce any information in its possession or
24 control that is subject to the confidentiality agreement with the Non-Party before a
25 determination by the Court. Absent a Court order to the contrary, the Non-Party shall
26 bear the burden and expense of its seeking protection in this Court of its confidential
27 information.

(4) The Party that received the discovery request may seek a protective order prohibiting, limiting, or conditioning production of the Non-Party's confidential information, but it is not required to do so.

J. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately: (1) notify in writing the Designating Party of the unauthorized disclosures; (2) use its best efforts to retrieve all unauthorized copies of the Protected Material; (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and (4) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

K. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

PROTECTED MATERIAL OR INFORMATION

15 (1) Inadvertent production of materials or information that are or may be subject
16 attorney client privilege, work product protection, or other protection shall not
17 constitute waiver of any applicable privilege or other protection regardless of the steps
18 or care taken to prevent disclosure of such materials or information.

19 (2) When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material or information is subject to a claim of privilege or
21 other protection, the obligations of the Receiving Parties are those set forth in Federal
22 Rule of Civil Procedure 26(b)(5)(B).

23 (3) This provision is not intended to modify whatever procedure may be
24 established in an e-discovery order that provides for production without prior privilege
25 review.

L. MISCELLANEOUS

(1) Right to Further Relief.

1 Nothing in this Order abridges the right of any person to seek its modification by
 2 the Court in the future.

3 **(2) Right to Assert Other Objections.**

4 By stipulating to the entry of this Order no Party waives any right it otherwise
 5 would have to object to disclosing or producing any information or item on any ground
 6 not addressed in this Order. Similarly, no Party waives any right to object on any
 7 ground to use in evidence of any of the material covered by this Order.

8 **(3) Filing Protected Material.**

9 Without written permission from the Designating Party or a Court order secured
 10 after appropriate notice to all interested persons, a Party may not file in the public
 11 record in this action any Protected Material.

12 Protected Material may only be filed under seal pursuant to a Court order. A
 13 Party that seeks to file any Protected Material under seal must comply with the Local
 14 Rules (including Local Rule 79-5.1), Court orders (including section VII of the Initial
 15 Standing Order Following Assignment of Civil Case to Judge Carter, ECF #8), and
 16 applicable law.

17 If a Party's request to file Protected Material under seal is denied by the Court,
 18 then that Party may file the information in the public record, unless otherwise instructed
 19 by the Court.

20 **M. FINAL DISPOSITION**

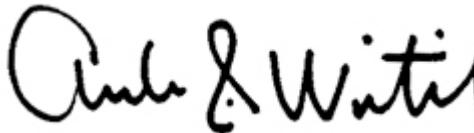
21 (1) Within 60 days after the Final Disposition of this action, each Receiving
 22 Party must return all Protected Material to the Producing Party or destroy such material.
 23 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
 24 compilations, summaries, and any other format reproducing or capturing any of the
 25 Protected Material.

26 (2) Whether the Protected Material is returned or destroyed, the Receiving Party
 27 must submit a written certification to the Producing Party (and, if not the same person
 28 or entity, to the Designating Party) by the 60 day deadline that (a) identifies (by

1 category, where appropriate) all the Protected Material that was returned or destroyed
2 and (b) affirms that the Receiving Party has not retained any copies, abstracts,
3 compilations, summaries or any other format reproducing or capturing any of the
4 Protected Material.

5 (3) Notwithstanding this provision, Counsel are entitled to retain an archival
6 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
7 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
8 product, and consultant and expert work product, even if such materials contain
9 Protected Material. Any such archival copies that contain or constitute Protected
10 Material remain subject to this Protective Order as set forth in Section D
11 (DURATION).

12 DATED: March 1, 2017



HON. ANDREW J. WISTRICH
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Philadelphia Indemnity Insurance Company v. IEC Corporation*, Case No. 8:16-cv-295-DOC (AJW). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where sworn and signed: _____

Printed name:

Signature: